

13-0721 TGM/ae

Firm I.D. No: 90200

STATE OF ILLINOIS )  
 ) §  
COUNTY OF COOK )

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

KENNETH D. SMITH, JR. and DIANE SMITH,

Plaintiffs,

vs.

A.W. CHESTERTON COMPANY; CRANE CO.; H.B. FULLER COMPANY; UNION CARBIDE CORPORATION, Individually and f/k/a Union Carbide Chemicals and Plastics Company; CERTAINTED CORPORATION; UNIROYAL, INC.; AMERICAN BILTRITE, INC.; DOMCO PRODUCTS TEXAS, INC.; JOHN CRANE, INC. f/k/a CRANE PACKING COMPANY; GEORGIA-PACIFIC LLC f/k/a GEORGIA-PACIFIC CORPORATION; KELLY MOORE PAINT COMPANY, INC.; DAP, INC.; KAISER GYPSUM COMPANY, INC.; INGERSOLL-RAND COMPANY; GOULDS PUMPS, INC.; GARDNER DENVER, INC.; IMO INDUSTRIES, INC.; AIR & LIQUID SYSTEMS, INC., Successor by Merger to BUFFALO PUMPS, INC.; ITT INDUSTRIES, INC., Individually and as Successor-in-Interest to BELL & GOSSETT PUMP CO.; AURORA PUMP COMPANY; WARREN PUMPS, LLC; ARMSTRONG INTERNATIONAL, INC.; SPIRAX SARCO, INC.; GENERAL ELECTRIC COMPANY; CBS Corporation, a Delaware Corporation, f/k/a Viacom Inc., successor by Merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation; FLOWSERVE US, INC. a.k.a. FLOWSERVE PUMP CORP., Individually and as Successor-in-Interest to THE EDWARD VALVE AND MANUFACTURING COMPANY; ANDERSON, GREENWOOD & CO.; GRINNELL CORPORATION f/k/a GRINNELL FIRE PROTECTION SYSTEMS, INC.; GRINNELL LLC; MUELLER GROUP, LLC d/b/a MUELLER FLOW, LLC; MUELLER COMPANY; HENRY PRATT COMPANY; FOSTER WHEELER ENERGY CORPORATION; RILEY POWER, INC. f/k/a RILEY STOKER CORPORATION; TRANE U.S., INC.; HOWDEN BUFFALO, INC.; CARRIER CORPORATION, and METROPOLITAN LIFE INSURANCE CO.,

Defendants.

IN RE: ASBESTOS LITIGATION

NO:

FILED-3  
2013 AUG 30 PM 12:38  
DOROTHY BENTLEY  
CLERK OF CIRCUIT COURT  
LAW DIVISION

2013 AUG 30 PM 12:38  
DOROTHY BENTLEY  
CLERK OF CIRCUIT COURT  
LAW DIVISION

COMPLAINT AT LAW

COUNT 1

NOW COMES the Plaintiff, KENNETH D. SMITH, JR., by and through his attorneys, COONEY and CONWAY, and for his cause of action against the Defendants, individually and concurrently, states:

1. The Plaintiff, KENNETH D. SMITH, JR., was employed from 1964 to 1979 in various capacities including, Machinist Mate and Carpenter, at various locations.

2. During the course of his employment, non-occupational work projects (including, but not limited to, home and automotive repairs, maintenance and remodeling) and/or in other ways, the Plaintiff was exposed to and inhaled, ingested or otherwise absorbed asbestos fibers emanating from certain products he was working with and around that were manufactured, sold, distributed, marketed or installed by the Defendants: A.W. CHESTERTON COMPANY; CRANE CO.; H.B. FULLER COMPANY; UNION CARBIDE CORPORATION, Individually and f/k/a Union Carbide Chemicals and Plastics Company; CERTAINTEED CORPORATION; UNIROYAL, INC.; AMERICAN BILTRITE, INC.; DOMCO PRODUCTS TEXAS, INC.; JOHN CRANE, INC. f/k/a CRANE PACKING COMPANY; GEORGIA-PACIFIC LLC f/k/a GEORGIA-PACIFIC CORPORATION; KELLY MOORE PAINT COMPANY, INC.; DAP, INC.; KAISER GYPSUM COMPANY, INC.; INGERSOLL-RAND COMPANY; GOULDS PUMPS, INC.; GARDNER DENVER, INC.; IMO INDUSTRIES, INC.; AIR & LIQUID SYSTEMS, INC., Successor by Merger to BUFFALO PUMPS, INC.; ITT INDUSTRIES, INC., Individually and as Successor-in-Interest to BELL & GOSSETT PUMP CO.; AURORA PUMP COMPANY; WARREN PUMPS, LLC; ARMSTRONG INTERNATIONAL, INC.; SPIRAX SARCO, INC.; GENERAL ELECTRIC COMPANY; CBS Corporation, a Delaware Corporation, f/k/a Viacom Inc., successor by Merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation; FLOWSERVE US, INC. a.k.a. FLOWSERVE PUMP CORP., Individually and as Successor-in-Interest to THE EDWARD VALVE AND MANUFACTURING COMPANY; ANDERSON, GREENWOOD & CO.; GRINNELL CORPORATION f/k/a GRINNELL FIRE PROTECTION SYSTEMS, INC.; GRINNELL LLC; MUELLER GROUP, LLC d/b/a MUELLER FLOW, LLC; MUELLER COMPANY; HENRY PRATT COMPANY; FOSTER WHEELER ENERGY CORPORATION;

3. At all times herein set forth, the Defendants' products were being employed in the manner and for the purposes for which they were intended.

4. KENNETH D. SMITH, JR.'s exposure to and inhalation, ingestion or absorption of the asbestos fibers emanating from the above-mentioned products was foreseeable and could or should have been anticipated by the Defendants.

5. The Defendants knew or should have known that the asbestos fibers contained in their products had a toxic, poisonous and highly deleterious effect upon the health of persons inhaling, ingesting or otherwise absorbing them.

6. The Plaintiff, KENNETH D. SMITH, JR., suffered from an asbestos-related disease, including Mesothelioma and became aware of said disease on or about June 25, 2013, and, subsequently thereto, became aware that the same was wrongfully caused.

7. At all times herein relevant, the Defendants had a duty to exercise reasonable care and caution for the safety of the Plaintiff and others working with and around the asbestos-containing products of the Defendants.

8. The Defendants failed to exercise ordinary care and caution for the safety of KENNETH D. SMITH, JR. in one or more of the following respects:

- (a) Included asbestos in their products, even though it was foreseeable and could or should have been anticipated that persons such as KENNETH D. SMITH, JR. working with or around them would inhale, ingest or otherwise absorb asbestos;
- (b) Included asbestos in their products when the Defendants knew or should have known that said asbestos fibers would have a toxic, poisonous and highly deleterious effect upon the health of persons inhaling, ingesting or otherwise absorbing them;
- (c) Included asbestos in their products when adequate substitutes for the asbestos in them was available;
- (d) Failed to provide any or adequate warnings to persons working with and

around the products of the dangers of inhaling, ingesting or otherwise absorbing the asbestos fibers contained in them;

- (e) Failed to provide any or adequate instructions concerning the safe methods of working with and around the products, including specific instructions on how to avoid inhaling, ingesting or otherwise absorbing the asbestos fibers in them; and,
- (f) Failed to conduct tests on the asbestos-containing products manufactured, sold, delivered or installed by the Defendants in order to determine the hazards to which workers such as KENNETH D. SMITH, JR. might be exposed while working with the products.
- (g) Marketed and/or distributed a product containing asbestos fibers;
- (h) Failed to provide instruction as to what appropriate apparel, if any, would be safe to wear while using and/or working in proximity to the Defendants' products;
- (i) Failed to develop alternative, non-asbestos containing products in a timely manner;
- (j) Failed to inform users that asbestos containing products caused asbestosis and cancer in laboratory animals and humans; and,
- (k) Failed to provide safe packaging for its products.

9. That as a direct and proximate result of one or more of the foregoing acts or omissions on the part of the defendants, KENNETH D. SMITH, JR. was exposed to and inhaled, ingested or otherwise absorbed asbestos fibers causing KENNETH D. SMITH, JR. to develop Mesothelioma; KENNETH D. SMITH, JR. is compelled to expend and become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of his asbestos-induced disease and conditions; KENNETH D. SMITH, JR. experiences great physical pain and mental anguish as a result of the inhalation, ingestion and absorption of said asbestos fibers; that as a further result of his asbestos-induced disease and conditions, KENNETH D. SMITH, JR. is hindered from enjoying his normal life activities and routines; lastly, his family has been deprived of his means of support.

WHEREFORE, the Plaintiff, KENNETH D. SMITH, JR., demands judgment against the Defendants, in an amount in excess of jurisdictional amount, plus costs.

COUNT 2

NOW COMES the Plaintiff, KENNETH D. SMITH, JR., by and through his attorneys, COONEY AND CONWAY, and complaining of the Defendant, METROPOLITAN LIFE INSURANCE CO., alleges and says:

1. KENNETH D. SMITH, JR. contracted Mesothelioma as a result of his exposure to asbestos.
2. Before Plaintiff worked with Defendants' products at the aforesaid jobsites, each of the Defendants knew that exposure to asbestos caused serious disease and death.
3. Asbestos was present, and rendered airborne, at the aforesaid jobsites.
4. Unarco Industries, Inc., Johns-Manville Corporation, Johns-Manville Sales Corporation, Raymark Industries, Inc. (formerly Raybestos-Manhattan, Inc.), Owens Corning, Pittsburgh Corning Corporation, United States Gypsum and T&N Ltd., are corporations, and they, or their corporate predecessors, were during the time relevant to the allegations herein, in the business of manufacturing and distributing asbestos and asbestos-containing products.
5. Defendant, METROPOLITAN LIFE INSURANCE COMPANY, is a corporation.
6. Hereafter "Conspirators" refers to each of the corporations named in paragraphs 4 through 5.
7. KENNETH D. SMITH, JR. was exposed to asbestos, including asbestos from one or more of the Conspirators.
8. Exposure to asbestos is a cause of serious disease and death, including asbestosis and malignancies.
9. The Mesothelioma from which KENNETH D. SMITH, JR. suffers is an indivisible injury which resulted from the total and cumulative effect of all the asbestos to which he was exposed.
10. Before KENNETH D. SMITH, JR.'s exposure to asbestos, Conspirators knew that exposure to asbestos caused serious disease and death.
11. Conspirators knew that individuals exposed to asbestos were ignorant of the hazardous

12. Before and during his exposure to asbestos, KENNETH D. SMITH, JR., was unaware that exposure to asbestos caused serious disease and death.

13. The knowledge of the Conspirators included the following:

- (a) two or more Conspirators had been in the asbestos business for years and had directed manufacturing operations;
- (b) each had actual knowledge of asbestos disease and death among workers exposed to asbestos as early as the 1940's.

14. Conspirators knew that asbestos was inherently dangerous and knew that under the decisional law of Illinois and other states, each was under a duty not to sell asbestos without providing adequate warning of its harmful qualities.

15. Conspirators had employees who were exposed to asbestos dust and each of them had a statutory, regulatory, and decisional law duty to provide their employees with a safe place to work, or at the least, to warn the employees of the hazards presented by the presence of asbestos dust.

16. Conspirators knew that if they adequately warned their own employees and other persons who were at risk of asbestos disease, the publication of such warning would cause workers to leave the industries using asbestos and therefore reduce the sale and usage of asbestos and cause those who were exposed through household and neighborhood exposures to press for the cessation of such exposures.

17. Conspirators knowingly conspired and agreed among themselves to, among others:

- (a) positively assert that which was not true, that it was safe for people to be exposed to asbestos and asbestos-containing products;
- (b) suppress information about the harmful effects of asbestos causing people to be ignorant of that information.

18. One or more of the Conspirators performed the following overt acts in furtherance of the conspiracy:

- (a) sold asbestos products which were used at locations within the state of Illinois, where KENNETH D. SMITH, JR. worked without warning of the hazards known to the seller;
- (b) refused to warn its own employees about the hazards of asbestos known to it; among the employees who were not warned were those who worked within the state of Illinois;
- (c) edited and altered the reports and drafts of publications initially prepared by Dr. Lanza concerning the hazards of asbestos during the 1930's;
- (d) agreed in writing not to disclose the results of research on the effects of asbestos upon health unless the results suited their interests;
- (e) obtained an agreement in the 1930's from the editors of ASBESTOS, the only trade magazine devoted exclusively to asbestos, that the magazine would never publish articles on the fact that exposure to asbestos caused disease, and sustained this agreement into the 1970's;
- (f) suppressed the dissemination of a report by Dr. Gardner in 1943 which was critical of the concept that there was a safe level of asbestos exposure;
- (g) through their control of the Asbestos Textile Institute (ATI), defeated further study of health of workers when William Hemeon graphically demonstrated the need for such study and dissemination of information in the 1940's;
- (h) edited and altered the reports and drafts of publications regarding asbestos and health initially prepared by Dr. Vorwald during 1948-1951; and
- (i) suppressed the results of the Fibrous Dust Studies conducted during 1966-74 by Industrial Hygiene Foundation, John-Manville, Raybestos Manhattan, Owens Corning, Pittsburgh Corning Corporation and PPG Industries, which results demonstrate and confirmed that exposure to asbestos caused cancer and asbestosis.

19. The agreement and the acts done in furtherance of the agreement, including those performed in the State of Illinois, were proximate causes of the of the injury, specifically Mesothelioma.

WHEREFORE, the Plaintiff, KENNETH D. SMITH, JR., demands judgment against the Defendant, METROPOLITAN LIFE INSURANCE CO., in an amount in excess of jurisdictional amount, plus costs.

COUNT 3

NOW COMES the Plaintiff, DIANE SMITH, by and through her attorneys, COONEY AND CONWAY, and for her cause of action against the Defendants, individually and concurrently, state:

1. Plaintiff adopts and re-alleges paragraphs 1 to 9 of Count 1 as though fully set forth herein.

10. DIANE SMITH was and is the lawfully wedded wife of KENNETH D. SMITH, JR. As a result of the injuries sustained by KENNETH D. SMITH, JR., DIANE SMITH has been deprived of society, companionship and sexual relationship with her husband and will continue to be deprived in the future. DIANE SMITH, has suffered the loss of services of her husband, which had been prior to said injuries of great value to her, and has been caused to spend large sums of money in and about having the services performed for her which had previously been performed by her husband and will be compelled in the future to spend large sums of money for the services which her husband could and would have performed for her, and has been and will continue to be otherwise greatly injured, inconvenienced and harassed by means of the negligence and carelessness of the aforementioned Defendants.

WHEREFORE, the Plaintiff, DIANE SMITH, demands judgment against the Defendants, in an amount in excess of jurisdictional amount, plus costs.

Respectfully submitted,

COONEY AND CONWAY

By: 

Attorneys for Plaintiff

Timothy G. Martin  
COONEY AND CONWAY  
Attorneys for Plaintiff  
120 N. LaSalle Street, 30<sup>th</sup> Floor  
Chicago, IL 60602  
Firm I.D. No.: 90200  
[tmartin@cooneyconway.com](mailto:tmartin@cooneyconway.com)



KENNETH D. SMITH, JR. and DIANE SMITH

**EXHIBIT "A"**  
Personal Exposure,  
KENNETH D. SMITH, JR.

<b>Jobsite</b>	<b>Years</b>	<b>Defendant: Products</b>
San Diego Naval Base (San Diego, CA)	1964-1965	<b>A.W. CHESTERTON COMPANY:</b> Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products
Great Lakes Naval Base (Great Lakes, IL)	1965	<b>CRANE CO.:</b> Cranite, Crane-Deming Pumps, Cochrane Asbestos Containing Feedwater Heaters, Deaerators, Heat Exchangers, Degasifiers, Valves, Asbestos Packings,
USS Renshaw (DD-499)	1965-1968	Asbestos Cement, Asbestos Block, Asbestos Pipe Covering, Gaskets, Seals, Pumps, Boilers, Jenkins Valves, Pacific
Pearl Harbor Naval Base (Pearl Harbor, HI)	1965-1968	Boilers, Chapman Valves, and Other Asbestos Containing Products and Equipment <b>H.B. FULLER COMPANY:</b> Benjamin Foster Mastics, Compounds, Cement, Thin Set Cement and Other Asbestos Containing Products <b>UNION CARBIDE CORPORATION, Individually and f/k/a Union Carbide Chemicals and Plastics Company:</b> Asbestos Containing Bakelite, Paper, Felt, Roll, Raw Asbestos Fibers and Other Asbestos Containing Products <b>CERTAINTED CORPORATION:</b> Asbestos Cement, Pipe, Pipe Covering, Shingles, Siding, Roofing Materials, Compounds, Bestwall Joint Compound, Flexible Train Line and Other Asbestos Containing Products <b>UNIROYAL, INC.:</b> Asbestos Blankets, Cloth, Curtains, Paper, Felt and Other Asbestos Containing Products <b>AMERICAN BILTRITE, INC.:</b> Asbestos Containing Floor Tile, Asbestos Containing Adhesives and Other Asbestos Containing Products <b>DOMCO PRODUCTS TEXAS, INC.:</b> Azrock Asbestos Containing Floor Tiles and Asbestos Containing Adhesives <b>JOHN CRANE, INC. f/k/a Crane Packing Company:</b> Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products <b>GEORGIA-PACIFIC LLC f/k/a GEORGIA-PACIFIC CORPORATION:</b> Asbestos Containing Cement, Plaster, Joint Compounds, Roof Coating, Mastics, Wall Board and Other Asbestos Containing Products <b>KELLY MOORE PAINT COMPANY, INC. :</b> Asbestos Containing Compounds, Paco Joint Compound and Other Asbestos Containing Products <b>DAP, INC.:</b> Asbestos Compounds and Other Asbestos Containing Products <b>KAISER GYPSUM COMPANY, INC.:</b> Asbestos Containing Drywall, Mastics, Compounds, Cement, Textures and Other

KENNETH D. SMITH, JR. and DIANE SMITH

Jobsite	Years	Defendant: Products
		<p>Asbestos Containing Products</p> <p><b>INGERSOLL-RAND COMPANY:</b> Asbestos Containing Pumps, Turbines, Heat Exchangers, Compressors, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>GOULDS PUMPS, INC.:</b> Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>GARDNER DENVER, INC.:</b> Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p> <p><b>IMO INDUSTRIES, INC.:</b> Asbestos Containing Imo Pumps, DeLaval Pumps, Packings, Gaskets, Block, Turbines, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>AIR &amp; LIQUID SYSTEMS, INC. Successor by Merger to BUFFALO PUMPS, INC.:</b> Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>ITT INDUSTRIES, INC., Individually and as Successor-in-Interest to BELL &amp; GOSSETT PUMP CO.:</b> Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>AURORA PUMP COMPANY:</b> Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>WARREN PUMPS, LLC.:</b> Asbestos Containing Pumps, Packings, Gaskets, Pipe Covering, Block, Cement and Other Asbestos Containing Products and Equipment</p> <p><b>ARMSTRONG INTERNATIONAL, INC.:</b> Asbestos Containing Steam Traps, Pumps, Heat Exchangers, Vessels, Valves, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>SPIRAX SARCO, INC.:</b> Asbestos Containing Pumps, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>GENERAL ELECTRIC COMPANY:</b> Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>CBS Corporation, a Delaware Corporation, f/k/a Viacom Inc., successor by Merger to CBS Corporation, a</b></p>

KENNETH D. SMITH, JR. and DIANE SMITH

Jobsite	Years	Defendant: Products
		<p><b>Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation:</b> Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Micarta Board, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>FLOWSERVE US, INC. a.k.a. FLOWSERVE PUMP CORP., Individually and as Successor-in-Interest to THE EDWARD VALVE AND MANUFACTURING COMPANY:</b> Asbestos Containing Valves, Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p><b>ANDERSON, GREENWOOD &amp; CO.:</b> Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p><b>GRINNELL CORPORATION f/k/a GRINNELL FIRE PROTECTION SYSTEMS, INC.:</b> Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p><b>GRINNELL LLC:</b> Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p><b>MUELLER GROUP, LLC d/b/a MUELLER FLOW, LLC:</b> Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p><b>MUELLER COMPANY:</b> Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p><b>HENRY PRATT COMPANY:</b> Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p><b>FOSTER WHEELER ENERGY CORPORATION:</b> Asbestos Containing Boilers, Condensers, Mills, Ejectors, Hoppers, Pumps, Heat Exchangers, Strainers, Economizers, Evaporators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p><b>RILEY POWER, INC. f/k/a RILEY STOKER CORPORATION:</b> Asbestos Containing Boilers, Union Iron Works Boilers, Heat Exchangers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p><b>TRANE U.S., INC.:</b> Asbestos Containing Boilers, Kewanee Boilers, American Standard Boilers, Heat Exchangers, Steam Traps, Air Handlers, Chillers, HVAC Systems, Cooling</p>

KENNETH D. SMITH, JR. and DIANE SMITH

Jobsite	Years	Defendant: Products
		<p>Towers, Pumps, Tanks, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p><b>HOWDEN BUFFALO, INC.:</b> Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p><b>CARRIER CORPORATION:</b> Asbestos Containing Cooling Towers, Asbestos Pipecovering, Asbestos Transit Board, Asbestos Block, Asbestos Cement, Asbestos Gaskets, Asbestos Boilers, Packings, Spray, Board, Blankets, HVAC Equipment and Other Asbestos Containing Materials</p>

Jobsite	Years	Defendant: Products
Wells Construction (Billings, MT)	1973-1979	<b>H.B. FULLER COMPANY:</b> Benjamin Foster Mastics, Compounds, Cement, Thin Set Cement and Other Asbestos Containing Products
Various Commercial and Residential Sites in and Around Billings, MT	1973-1979	<p><b>UNION CARBIDE CORPORATION, Individually and f/k/a Union Carbide Chemicals and Plastics Company:</b> Asbestos Containing Bakelite, Paper, Felt, Roll, Raw Asbestos Fibers and Other Asbestos Containing Products</p> <p><b>CERTAINTED CORPORATION:</b> Asbestos Cement, Pipe, Pipe Covering, Shingles, Siding, Roofing Materials, Compounds, Bestwall Joint Compound, Flexible Train Line and Other Asbestos Containing Products</p> <p><b>DOMCO PRODUCTS TEXAS, INC.:</b> Azrock Asbestos Containing Floor Tiles and Asbestos Containing Adhesives</p> <p><b>GEORGIA-PACIFIC LLC f/k/a GEORGIA-PACIFIC CORPORATION:</b> Asbestos Containing Cement, Plaster, Joint Compounds, Roof Coating, Mastics, Wall Board and Other Asbestos Containing Products</p> <p><b>KELLY MOORE PAINT COMPANY, INC. :</b> Asbestos Containing Compounds, Paco Joint Compound and Other Asbestos Containing Products</p> <p><b>DAP, INC.:</b> Asbestos Compounds and Other Asbestos Containing Products</p> <p><b>KAISER GYPSUM COMPANY, INC.:</b> Asbestos Containing Drywall, Mastics, Compounds, Cement, Textures and Other Asbestos Containing Products</p> <p><b>ITT INDUSTRIES, INC., Individually and as Successor-in-Interest to BELL &amp; GOSSETT PUMP CO.:</b> Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p><b>TRANE U.S., INC.:</b> Asbestos Containing Boilers, Kewanee Boilers, American Standard Boilers, Heat Exchangers,</p>
Home Renovations and Repair (Billings, MT)	1973-1979	

KENNETH D. SMITH, JR. and DIANE SMITH

Jobsite	Years	Defendant: Products
		Steam Traps, Air Handlers, Chillers, HVAC Systems, Cooling Towers, Pumps, Tanks, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment <b>AMERICAN BILTRITE, INC.:</b> Asbestos Containing Floor Tile, Asbestos Containing Adhesives and Other Asbestos Containing Products